IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN RE:

JUAN L. HERNANDEZ VAZQUEZ SANDRA M. RIVERA MARTINEZ

Debtors

CASE NO. 06-02633-SEK

CHAPTER:13

INDEX:

TOYOTA CREDIT DE PUERTO RICO CORP. Movant

-

VS.

JUAN L. HERNANDEZ VAZQUEZ SANDRA M. RIVERA MARTINEZ TRUSTEE JOSE R. CARRION MORALES Respondents

REQUEST FOR RELIEF FROM AUTOMATIC STAY

TO THE HONORABLE COURT:

Comes now, TOYOTA CREDIT DE PUERTO RICO CORP. ("TOYOTA CREDIT"), through the undersigned attorneys and very respectfully states and prays:

- 1. This Honorable Court has jurisdiction over the instant matter as provided by 28 U.S.C. Sec. 1334 and 28 U.S.C. Sec. 157.
- 2. Pursuant to 11 U.S.C. Sec 362 (d) (1), Toyota Credit hereby requests relief from the stay of an act against property for cause.
- 3. Toyota Credit is a secured creditor by virtue of being holder in due course of a conditional sales contract which encumbers Debtors' 2005 Toyota Echo motor vehicle. Thus, Toyota Credit has a valid security interest in the property described in the aforementioned contract.
- 4. On August 4, 2006, Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code. On November 1, 2006 the case was converted to Chapter 13 of the Bankruptcy Code.

- 5. Debtors' confirmed Chapter 13 payment plan, dated March 1, 2007, provides for Debtors to pay pre-petition arrears through Trustee and maintain direct payments to Toyota Credit. Debtors have failed to make post-petition payments to Toyota Credit and the Chapter 13 Trustee for an unreasonable amount of time.
- 6. As of this date, Debtors owe Toyota Credit the amount of \$1,365.45, for lack of payment of five (5) post-petition installments corresponding to the months from February to June of the year 2009. In addition, Debtors will become due for another installment of \$273.09 on July 8, 2009.
- 7. In addition, Debtors are in arrears on payments to the Chapter 13 Trustee for the amount of \$650.00 for lack of payment of three (3) monthly installments.
- 8. Section 362 of the Bankruptcy Code provides that the automatic stay may be lifted for cause, including the lack of adequate protection of an interest in property of such party in interest.

 11 U.S.C. Sec 362 (d) (1).
- 9. Debtors have failed to provide adequate protection to movant since the filing of the instant case. These facts constitute cause to lift the automatic stay. *In re Panas, 63 B.R. 637, 638* (Bank E.D. Pa 1986); *In re Sierra, 73 B.R. 322 Bank D. Puerto Rico 1987.*
- 10. Debtors have failed to provide adequate protection to this secured creditor by omitting to make the payments for the regular installments and to cure arrears within reasonable time. 11 U.S.C. 361. Debtors' failure to comply with the installments due is an unreasonable delay which is prejudicial to creditor and is sufficient cause to entitle Toyota Credit to relief from the automatic stay.

- 11. Toyota Credit pleads that movant has made a *prima facie* showing case why relief from the automatic stay should be granted. Therefore, the party opposing relief from stay has the burden of showing why relief should not be granted. 11 U.S.C. Sec 362 (d) (1).
- 12. In view of the aforementioned, relief from the automatic stay should be granted against Debtors.
- 13. Finally, Toyota Credit respectfully requestst that in the event that Debtors cure arrears after the filing of this motion, Debtors be ordered to pay Toyota Credit the additional sum of \$500.00 for attorneys fees in connection to the filing of this motion.

WHEREFORE, it is respectfully requested from this Honorable Court that the stay be lifted as to movant, so that Toyota Credit may commence or continue legal proceedings before the local courts.

CERTIFICATE OF SERVICE: I hereby certify that a true and correct copy of this Motion and all attachments hereto have been mailed to Debtors Juan L. Hernandez Vázquez and Sandra M. Rivera Martínez, at Urb. El Rocío, 69 Calle Hiedra, Cayey, Puerto Rico 00736; to Debtors' attorney Roberto Figueroa Carrasquillo, at P.O. Box 193677, San Juan, Puerto Rico 00919-3677; and to the Chapter 13 Trustee José R. Carrión Morales, at P.O. Box 9023884, San Juan, Puerto Rico, 00902-3884; by certified mail with return receipt.

In San Juan, Puerto Rico, this 18th day of June, 2009.

FERNANDEZ, COLLINS & RIVERO-VERGNE

/s/ Maximiliano A. Plá Méndez
MAXIMILIANO A. PLA MENDEZ
USDCPR 224307
PO BOX 9023905
SAN JUAN, PUERTO RICO 00902-3905
TEL. 787-977-3772 FAX 787-977-3773
map@fcrv.com

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN RE:	*CASE NUMBER: 06-02633
Debtor(s)	*CHAPTER:13 JUAN LUIS HERNANDEZ VAZQUEZ SANDRA MILAGROS RIVERA MARTINEZ
* * * * * * * *	* * * * * * * * * * * * * * * *

UNSWORN STATEMENT OF AMOUNTS DUE **UNDER PENALTY OF PERJURY**

- Delinquency Dates 1. 2/8/09-6/8/09
- 2. Delinquency Amount \$1,338.15
- Late Charges: NA 3..

I hereby certify that the above information is correct to my best of knowledge and belief

In Torrance, California, on this day June 10, 2009.

By:

Cheryl Nishimara, Asset Protection Administrator

1-800-551-9785 x65281

06-02633-SEK	JUAN LUIS HERNANDEZ	VAZQUEZ (xxx-xx-5585)	EL ROCIO • 6 CAYEY • PR •	9 CALLE HIEDRA • 00736	\$250.00 MO	Bar Date(s):	o Print this Page 3/7/2007 (has passed) 4/8/20 (has passed)
	SANDRA MILAGROS RIV	FRA MARTINEZ (xxx-xx-9818)				Confirmed:	7/5/2007
	Trustee: José R. Carrión	x	Attorney: ROBERTO FIGUEROA		RASQUILL*	Case Status:	ACTIVE
ebtor Pay Sch	edules						
Start Date	Number Periods	Amount	How Often	Who's Paying	Order Date		Action
11/9/2006	24.00	\$150.00	MONTHLY	JUAN LUIS HERNAN VAZOUEZ	DEZ 12/4/2006		
11/9/2008	36.00	\$250.00	MONTHLY	JUAN LUIS HERNAN VAZQUEZ	DEZ 6/18/2007		
11/9/2011	end of plan	\$0.00	MONTHLY	JUAN LUIS HERNAN VAZOUEZ	DEZ 6/18/2007		

Forgive Information

Date	Amount	Description

eriod	Start Date	End Date	Payment Amount Expected	Total
1	11/9/2006	12/8/2006	\$150.00	\$150.00
2	12/9/2006	1/8/2007	\$150.00	\$300.00
3	1/9/2007	2/8/2007	\$150.00	\$450.00
4	2/9/2007	3/8/2007	\$150.00	\$600.00
5	3/9/2007	4/8/2007	\$150.00	\$750.00
6	4/9/2007	5/8/2007	\$150.00	\$900.00
7	5/9/2007	6/8/2007	\$150.00	\$1,050.00
8	6/9/2007	7/8/2007	\$150.00	\$1,200.00
9	7/9/2007	8/8/2007	\$150.00	\$1,350.00
10	8/9/2007	9/8/2007	\$150,00	\$1,500.00
11	9/9/2007	10/8/2007	\$150.00	\$1,650.00
12	10/9/2007	11/8/2007	\$150.00	\$1,800.00
13	11/9/2007	12/8/2007	\$150.00	\$1,950.00
14	12/9/2007	1/8/2008	\$150.00	\$2,100.00
15	1/9/2008	2/8/2008	\$150.00	\$2,250.00
16	2/9/2008	3/8/2008	\$150.00	\$2,400.00
17	3/9/2008	4/8/2008	\$150.00	\$2,550.00
18	4/9/2008	5/8/2008	\$150.00	\$2,700.00
19	5/9/2008	6/8/2008	\$150.00	\$2,850.00
20	6/9/2008	7/8/2008	\$150.00	\$3,000.00
21	7/9/2008	8/8/2008	\$150.00	\$3,150.00
22	8/9/2008	9/8/2008	\$150.00	\$3,300.00
23	9/9/2008	10/8/2008	\$150.00	\$3,450.00
24	10/9/2008	11/8/2008	\$150.00	\$3,600.00
Total				\$3,600.00

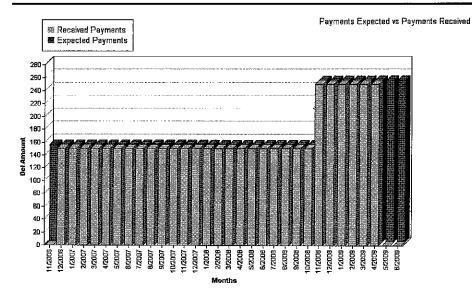
Period	Start Date	End Date	Payment Amount Expected	Total
1	11/9/2008	12/8/2008	\$250.00	\$250.0
2	12/9/2008	1/8/2009	\$250.00	\$500.0
3	1/9/2009	2/8/2009	\$250.00	\$750.0
4	2/9/2009	3/8/2009	\$250.00	\$1,000.0
5	3/9/2009	4/8/2009	\$250.00	\$1,250.0
6	4/9/2009	5/8/2009	\$250.00	\$1,500.0
7	5/9/2009	6/8/2009	\$250.00	\$1,750.0
8	6/9/2009	7/8/2009	\$250,00	\$2,000.0
9	7/9/2009	8/8/2009	\$250,00	\$2,250.0
10	8/9/2009	9/8/2009	\$250.00	\$2,500.0
11	9/9/2009	10/8/2009	\$250.00	\$2,750.0
12	10/9/2009	11/8/2009	\$250.00	\$3,000.0
13	11/9/2009	12/8/2009	\$250,00	\$3,250.0
14	12/9/2009	1/8/2010	\$250.00	\$3,500.0
15	1/9/2010	2/8/2010	\$250,00	\$3,750.0
16	2/9/2010	3/8/2010	\$250.00	\$4,000.0
17	3/9/2010	4/8/2010	\$250,00	\$4,250.0
18	4/9/2010	5/8/2010	\$250,00	\$4,500.00
19	5/9/2010	6/8/2010	\$250,00	\$4,750.0
20	6/9/2010	7/8/2010	\$250.00	\$5,000.0
21	7/9/2010	8/8/2010	\$250.00	\$5,250.00
22	8/9/2010	9/8/2010	\$250.00	\$5,500.0
23	9/9/2010	10/8/2010	\$250.00	\$5,750.0
24	10/9/2010	11/8/2010	\$250.00	\$6,000,0
25	11/9/2010	12/8/2010	\$250.00	\$6,250.0
. 26	12/9/2010	1/8/2011	\$250.00	\$6,500.00
27	1/9/2011	2/8/2011	\$250.00	\$6,750.00
28	2/9/2011	3/8/2011	\$250.00	\$7,000.00
29	3/9/2011	4/8/2011	\$250,00	\$7,250.00
30	4/9/2011	5/8/2011	\$250.00	\$7,500.00
31	5/9/2011	6/8/2011	\$250.00	\$7,750.00
Total	i			\$7,750.00

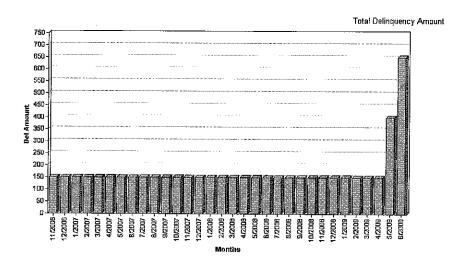
Period	Start Date	End Date	Payment Amount Expected	Total
1	11/9/2011	12/8/2011	\$0.00	\$0.00
Total				\$0.00

Period	Date (Month/Year)	Payment Due	Payment Received	Forgive Amount	Amount Due
1	11/2006	\$150.00			\$150.00
2	12/2006	\$150.00	\$150.00	V.V.	\$150.00
3	1/2007	\$150,00	\$150.00	remaniferential de la constantial de la constant	\$150.00
4	2/2007	\$150.00	\$150.00	A STATE OF THE PARTY OF THE PAR	\$150.00
5	3/2007	\$150.00	\$150.00	***************************************	\$150.00
6	4/2007	\$150.00	\$150.00		\$150.00
_ 7	5/2007	\$150.00	\$150,00		\$150.00
8	6/2007	\$150.00	\$150.00		\$150.00
9 [7/2007	\$150.00	\$150.00		\$150.00
10	8/2007	\$150.00	\$150.00		\$150.00
11	9/2007	\$150.00	\$150.00		\$150.00

12	10/2007	\$150.00	\$150.00	\$150.00
13	11/2007	\$150.00	\$150.00	\$150.00
14	12/2007	\$150.00	\$150.00	\$150.00
15	1/2008	\$150.00	\$150.00	\$150.00
16	2/2008	\$150.00	\$150.00	\$150.00
17	3/2008	\$150,00	\$150,00	\$150.00
18	4/2008	\$150.00	\$150.00	\$150.00
19	5/2008	\$150.00	\$150.00	\$150.00
20	6/2008	\$150.00	\$1.50.00	\$150.00
21	7/2008	\$150.00	\$150.00	\$150.00
22	8/2008	\$150.00	\$150.00	\$150.00
23	9/2008	\$150.00	\$150.00	\$150.00
24	10/2008	\$150.00	\$150.00	\$150.00
25	11/2008	\$250.00	\$250.00	\$150.00
. 26	12/2008	\$250.00	\$250.00	\$150.00
27	1/2009	\$250,00	\$250.00	\$150.00
28	2/2009	\$250.00	\$250.00	\$150.00
29	3/2009	\$250.00	\$250.00	\$150.00
30	4/2009	\$250.00	\$250.00	\$150.00
31	5/2009	\$250.00		\$400.00
32	6/2009	\$250.00		\$650.00

Total Delinquent Amount: \$650.00





IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN RE: CASE NUMBER: 06-02633

Debtor (s) SANDRA RIVERA MARTINEZ CHAPTER: 13

JUAN HERNANDEZ VAZQUEZ

DECLARATION UNDER PENALTY OF PERJURY

I Sylvia Ludman, of legal age, citizen of the United States of America, and resident of Downey, California, hereby state and declare:

- 1. That I am employed by Toyota Motor Credit Corporation as an Adequate Protection official in charge of supervising the accounts of Toyota Motor Credit Corporation clients that have filed for bankruptcy.
- 2. That I have reviewed Toyota Motor Credit Corporation's records concerning debtor (s), and these show that no party (including debtor (s)) has notified Toyota Motor Credit Corporation that debtor (s) is (are) in active military service.

3. That, thus, to the best of Toyota Motor Credit Corporation's knowledge, debtor (s) is (are) not in active military service.

I hereby certify, that the above information is correct, and declare the same under penalty of perjury in compliance with the Service member (Soldiers and Sailors) Civil Relief Act of 2003

In Torrance, California, on this 26th day of May, 2009.

Bv:

Sylvia Ludman, Asset Protection Analyst

MAY-26-2009 07:05:12



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

≪ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency		
RIVERA		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.				

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snevely-Diston

Mary M. Snavely-Dixon, Director Department of Defense - Manpower Data Center 1600 Wilson Blvd., Suite 400 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

Page 2 of 2

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: DRIUTANACR

MAY-26-2009 07:05:27



Military Status Report Pursuant to the Servicemembers Civil Relief Act

≪ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
RIVERA MARTINEZ			formation you have furnis information indicating that ive duty.	-

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary Mr. Snevely-Diston

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Report ID: DRIYBJOKCD

MAY-26-2009 07:06:24



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

≪ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency			
HERNANDEZ		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently or active duty.					

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary Mr. Snavely-Diston

Mary M. Snavely-Dixon, Director Department of Defense - Manpower Data Center 1600 Wilson Blvd., Suite 400 Arlington, VA 22209-2593

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Report ID: DRJJFGNMAI

MAY-26-2009 07:06:40



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

≪ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
HERNANDEZ VAZQUEZ		does not posse	information you have fuess any information ind currently on active duty.	icating that the

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

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Report ID: **DRJNSLJTZP**

TOYOTA FINANCIAL SERU

350 Ave. Gerios Chardi.

Ø 007/008

San Juan, Puerto Rico Ocei ⊾ ≥128

CONTRATO DE VENTA AL POR MENOR A PLAZOS

07/09/2004

59168 Núm, Concesionario:

URB EL ROCTO #69 CRILE HIEDRA CAYEY PR 98736

Fecha: Vendedor - Nombre y Dirección

Núm. Contrato: Comprador (y Co-Comprador) Nombre, Dirección y Código Postal SCHORA M RIVERA MARTINEZ JUNE HERNANDEZ VAZDLEZ

M V P ALTO CORPORATION PMS 203 BOX 47752

CARLIAS DR 80726 Cluded donde se efectúa el contrato

Uated el Comprador (y el Co-Comprador, el alguno) puede comprar al contado o a crédito el vehículo descrito mas adelante. El precio al contado es el que se denomina mas adelante como "Precio de Venta Total". Al precio a crédito es el que se denomina mas adelante como "Precio de Venta Total". Al tirmar esté contrato, ustad puede comprar el vehículo a crádito, sujeto a los términos y condiciones que aparecen en ambos lados de este contrato Describción del vehículo. Usted está de acuardo en comprar y al Vendedor está de a

				O ADITIONIOI
Nuevo o Usado	Año	Marca y Modelo	Núm, de Serie del Motor	Liso para el cual se Compra
		TOUGTO		LA PERSONAL LA NEGOCIO
NSIF (c)	2005	TOYOTA ECHO	JTDAT123556349171	()

Describe bpo y equipo que se incluye:

Millaja:

	DECLARAÇION DEL	COSTO DEL CREDITO AL C	ONSUMIDOR	
TASA DE POR CIENTO ANUAL El coato anual de au crédito en términos porcentuales	CARGO POR FINANCIAMIENTO Camildad en dólares que le costará el crádito	CANTIDAD FINANCIADA Cantidad de crédito provieto a usted o e su quente	Cantidad que usted habrá pagado al terminar todos los	PRECIO DE VENTA TOTAL Costo total de su compre a crádito incluyendo el pronto pago de S 1200
<u> </u>	\$ 4173.42	s <u>15489.86</u>	s 19662.48	s <u>2086</u> 2 48

PRINTED COPY

ltinerario de Pegos:		
Número de Plazos	Centidad de cada Plazo	Venuimiento de los Plazos
72	9 273.049	al dis <u>Bth</u> de cada mes comenzando el 8th de <u>ALG</u> de 2004
Un Plazo final de	8N/A	eldía de N/S de

Cargo por Damora: 5% del monto del plazo o \$100,00, to que sea menor, por cada plazo vencido y sin pagar por más de 15 días. Saide per Anticipado: Si uatad paga toda au deude por anticipado, puede tener desemble a un reemboleo parcial del cargo por financiamiento.

Descripción del Gravaman: "oyota Credit de Pueno Rico Corp. ("TCPR" o el "Acresdor") tendrá un gravamen sobre el vehiculo comprado, el cual garantizará el pago total de la póligación contralda por ustad.

Información Adicional: Vea al reverso de este contrato para información adicional sobre falta de pago, incumplimiento, requestmiento de pago total antes de

la facha programada, reembolec en caso de saldo anticipado y penalidades.

III. DETALLES DEL BALANCE DE PRINCIPAL (CAI	hided Financiadi
---	------------------

₹,	Precio al Comado Accesorios Adicionales Descripción	s 13900 00 s N/A
2,	TOTAL Pronto Page em Electivo Blan (ee)	8 <u>13908 RU</u> S <u>1200 00</u>
	Descripción del Vehiculo	
	TOTAL	5 12-AG 198

Diferencie entre 12700.00 PARTIDAS 1Y2

Cantidades Financiades por el Acreeder Cantidad para derechos Cantidad para seguros (Véass 69, 50 información sobre Seguros) 2719.56 Pagade a. M/Amotivo de Pagedo a **M/**H motivo de 2789.06 TOTAL: Balance de Principal

(Cantidad Financiada) <u> 15489, **8**6</u> Carco per

Salance Offerido (Total de Pagoe) (5+6)

Financiemiento

CERTIFICO HABER RECIBIDO COPIA DE ESTE CONTRATO CON TODOS LOS BLANCOS LLENOS, Y QUE HE LEIDO AMBOS LADOS DEL

AVISO AL COMPRADOR: NO FIRME ESTE CONTRATO SIN LEERLO O SI ELMISMO CONTIENE ESPACIOS EN BLANCO. USTED TIENE DERECHO AUNA COPIA DE ESTE CONTRATO, BAJO LA LEYACTUAL USTED TIENE DERECHO A SALDAR FOR ANTICIPADO EL BALANCE ADEUDADO BAJO EL CONTRATO. EN ESTOS CASOS SE CANCELARA EL PRINCI-PAL ADEUDADO A LA FECHA DEL PAGO MAS CUALQUIER BALANCE PARA CUBRIR CARGOS O INTERESES DEVENGADOS A ESA FECHA

AVISO AL CO-COMPRADOR: USTED ESTA ADVERTIDO QUE EL ACREEDOR GARANTIZADO TENDRA DERECHO A LA POSESIÓN DE LA PROPIEDAD GRAVADA LUEGO DE UN EVENTO DE PROPIEDAD GRAVADA LUEGO DE INCUMPLIMIENTO, SIN INCOAR PROCEDIMENTO SERVICE

CONTRATÓ DE VENTA AL POR MENOR A

PLAZOE 1 5 2004

Firma del Copy

Firma del Co-Comprador

Por: Vendedor

Representante Autorizado

AND BUTTO BETTOOK

Recibo de Mercancia y Promesa de Paron Lated este de acuerdo que ha recibido: el vehículo y/o los servicios descritos anteriormente y que ha aceptado la entrega del verticura en buenes condiciones. Unted promete pagar el Acresdor el Precio Total de Venta aquí indicado, pagar el Promo Pago Total y pagar al Acresdor el Total de Venta aquí indicado, pagar el Promo Pago Total y pagar al Acresdor el Total de Los Pagos de conformidad com el librerario de Pagos amas indicados, así como todas las demás cantidades acondidades bajo este confrato. Cartifico que he recibido popis cumplimentade de este Contrato de Venta a Flazos y que ha leido ambos lados de sete documento

Título y Dirección

DOPIA PARA SUCURSAL

19662 (4)

PR 3003 (08/02)

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